

Appeal from decision of the Oregon State Office, Bureau of Land Management, rejecting noncompetitive oil and gas lease offer. OR 25180 (Wash).

Affirmed.

1. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases: Rentals

An oil and gas lease offer is properly rejected where the offer is deficient in the first year's rental by more than 10 percent.

APPEARANCES: D. M. Yates, pro se.

OPINION BY ADMINISTRATIVE JUDGE FRAZIER

D. M. Yates has appealed from the June 9, 1982, decision of the Oregon State Office, Bureau of Land Management (BLM), which rejected appellant's noncompetitive over-the-counter oil and gas lease offer OR 25180 (Wash.). That decision rejected the offer because the advance rental submitted was deficient by more than 10 percent. 43 CFR 3103.3-1. The decision further stated that, "[t]he offer embraces 323.16 acres for which advance rental in the amount of \$324.00 is required. You submitted only \$285.00."

Appellant's offer, filed on October 24, 1980, described the following land in Yakima County, Washington:

T. 10 N: R. 22 E: W. Meridian

Section 4: Lot 4

Section 32: NW 1/4, SW 1/4, NE 1/4, NW 1/4, SE 1/4, NE 1/4 SW 1/4

She indicated in the offer that the total area requested was 284.88 acres, and submitted \$285 for the first year's rental.

In her statement of reasons, appellant claims that the offer for sec. 4, lot 4, was the result of a typographical error and that she intended

to request lot 1 which contains 4.88 acres. 1/ She also contends that BLM erroneously rejected her offer for being deficient in the rental because lot 4, sec. 4, was not available for leasing, 2/ thus leaving the remaining 280 acres described in sec. 32 and that sufficient rentals were tendered to cover that acreage. 3/

[1] It is well established that a noncompetitive oil and gas lease is properly rejected where the offeror fails to tender the full first year's rental with their offer, as required by 43 CFR 3103.3-1, and the amount of rental tendered is deficient by more than 10 percent of the proper amount due. See, e.g., James M. Chudnow, 62 IBLA 19 (1982). The fact that a portion of the land described in the offer was requested in error, or was unavailable for leasing is irrelevant. The rental submitted with the offer must correspond to the acreage described in the offer. See James M. Chudnow, 67 IBLA 70 (1982). In the instant case the land description in the offer embraces a total of 323.16 acres requiring an advance rental payment of \$324. Appellant's remittance of \$285 was deficient by more than 10 percent. Accordingly, BLM properly rejected appellant's lease offer.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Gail M. Frazier
Administrative Judge

We concur:

C. Randall Grant, Jr.
Administrative Judge

Franklin D. Arness
Administrative Judge
Alternate Member

1/ Appellant contends that BLM should have known she intended to lease lot 1 because only that lot, when added to the remaining described land, totaled 284.88 acres. However, a memorandum to the file states that lot 8, rather than lot 1, contains 4.88 acres.

2/ Lots 1 and 4 were included in lands which were patented with no reservation of minerals in the United States.

3/ Appellant also contends that the lease offer has been assigned to a bona fide purchaser. The statutory protection afforded bona fide purchasers protects purchasers of "leases" against cancellation and does not bar rejection of improper lease offers. 30 U.S.C. § 184(h) (1976); Robert W. Myers, 63 IBLA 100 (1982).